

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THE S&D FAMILY TRUST, u/a/d JANUARY
30, 2008; AND DENISE WILSON, a trustee and
individual,

Plaintiffs,

vs.

JAMES (SCOTT) SPRACKLIN, a trustee and
individual; INTERNAL REVENUE SERVICE, a
federal agency; MR. COOPER, a domestic
corporation; REAL TIME RESOLUTIONS,
INC., a domestic corporation; CITY OF
SPARKS, a municipality; ROGER KAHN, an
individual; VICKI KAHN, an individual; All
persons and Entities Known and Unknown, and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 3:23-cv-00392-ART-CLB

ORDER GRANTING

**STIPULATION AND ORDER TO
DISMISS WITH PREJUDICE**

Plaintiffs Denise Wilson as trustee of the The S&D Family Trust, u/a/d JANUARY 30, 2008;
and Denise Wilson in her individual capacity, by and through her counsel of record ROBISON,
SHARP, SULLIVAN & BRUST, Defendant Real Time Resolutions, Inc. ("RTR"), by and through its
counsel of record, Dickinson Wright PLLC, Defendant NATIONSTAR MORTGAGE, LLC d/b/a
MR. COOPER ("Nationstar"), by and through its counsel of record Troutman Pepper Hamilton

1 Sanders LLP and Defendant James Spracklin, through his counsel, Cliff J. Young, Esq., Defendant
2 United States of America, through its counsel Assistant United States Attorney, hereby stipulate and
3 agree to dismiss the above-captioned case as follows:

4 WHEREAS, on April 7, 2003, the Denise Wilson as trustee of the S&D Family Trust, u/a/d
5 January 2008 and Denise Wilson in her individual capacity (hereafter Denise Wilson, in both her
6 capacity as a trustee and in her individual capacity are referred to as "Plaintiff") filed a Verified
7 Complaint for Quiet Title (the "Complaint") against defendant James (Scott) Spracklin in his capacity
8 as a trustee and in his individual capacity; the Internal Revenue Service; defendant NATIONSTAR
9 MORTGAGE, LLC d/b/a MR. COOPER, incorrectly identified as Mr. Cooper; defendant Real Time
10 Solutions, Inc., defendant City of Sparks, defendant Roger Khan; defendant Vickie Khan; and Does
11 1-25 (hereafter, all defendants identified above, except the Doe defendants, are referred to collectively
12 as "Defendants"), seeking to quiet title as to the property commonly known as 5436 Vista Terrace
13 Lane, Sparks, NV 89436-2649, APN 518-471-05 (the "Property") against Defendants;

14 WHEREAS, on December 19, 2003, Mr. James Spracklin executed a Deed of Trust ("First
15 DOT"), which was recorded against the Property by the Washoe County Recorder on December 30,
16 2003, as Document No.: 2974865;

17 WHEREAS, on January 24, 2005, Mr. James Spracklin executed a Deed of Trust ("Second
18 DOT") which was later recorded against the Property on January 28, 2005, as Document No.:
19 3162847;

20 WHEREAS, on October 13, 2006, Mr. James Spracklin in his individual capacity, and Plaintiff
21 Denise Michelle Spracklin in her individual capacity, executed a third Deed of Trust ("Third DOT")
22 which was later recorded against the Property on October 16, 2006, as Document No.: 3451400;

23 WHEREAS, on February 21, 2008, the Internal Revenue Service recorded a lien against the
24 Property (the "IRS Lien"); and,

25 WHEREAS, the Plaintiff and Nationstar have agreed to stipulate as follows regarding the
26 Property, their interests, the Case, and Plaintiffs' claims in the Case:

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STIPULATION

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2 1. Plaintiff and Nationstar agree that none of Nationstar's, and its successors and assigns'
3 interests in the Property shall be impacted by virtue of Plaintiff's Complaint, and this action shall not
4 impact or extinguish the First DOT which shall remain a valid lien against the Property until satisfied
5 or otherwise resolved as a matter of applicable law;

6 2. Plaintiff reaffirms and admits that the First DOT is a valid encumbrance against the
7 Property;

8 3. Plaintiff and Nationstar agree each party shall bear its own attorneys' fees and costs
9 with respect to this stipulation and this Case;

10 4. Nationstar and Plaintiff agree that neither Nationstar nor its successors, assigns, nor
11 the owner of the loan, Note, and/or First DOT, shall suffer any loss of rights as a result of stipulating
12 to dismiss the Case;

13 5. Plaintiff admits that the terms of the First DOT states that the debt secured by the First
14 DOT matures on January 1, 2034, and that under NRS 106.240, the lien is not is not discharged as a
15 matter of law until January 1, 2044, at the earliest;

16 6. Plaintiff requests, and Plaintiff and Nationstar stipulate, that the Court expunge the Lis
17 Pendens filed in this case and dismiss Plaintiff's claims against Nationstar with prejudice;

18 7. Plaintiff agrees that she will not challenge a future foreclosure action against the
19 Property under the First DOT based on her claims or allegations raised in the instant action and that
20 such claims are precluded from further litigation;

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8. The parties state that this stipulation and order is not entered into for purposes of delay or for any other improper purpose.

IT IS SO STIPULATED.

DATED May ²⁹~~28~~, 2024.

TROUTMAN PEPPER HAMILTON SANDERS LLP

By: /s/ Sean B. Kirby

Nevada Bar No. 14224

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Attorney for Defendant Nationstar Mortgage LLC d/b/a

Mr. Cooper and Federal National Mortgage Association

DATED May ²⁹~~28~~, 2024.

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By: 

MICHAEL E. SULLIVAN, ESQ.

Nevada Bar #5142

Attorneys for Plaintiffs

IT IS SO ORDERED.



Anne R. Traum

United States District Judge

DATED: May 29, 2024